

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

LIBERTY MUTUAL INSURANCE)
COMPANY,)
Plaintiff,)
v.) CIVIL ACTION NO.
) 04-10666-DPW
)
THE BLACK & DECKER CORPORATION,)
BLACK & DECKER, INC.,)
BLACK & DECKER (U.S.) INC.,)
EMHART CORPORATION, and)
EMHART, INC.,)
Defendants.)

JUDGMENT

October 19, 2004

WOODLOCK, District Judge

In accordance with this court's Memorandum and Order entered December 5, 2003, in Civil Action 96-10804 -- the pleadings, submissions and rulings in which have been made a part of this case -- granting the motion of the Plaintiff Liberty Mutual Insurance Company for summary judgment regarding the Jaffrey Sanitary Landfill, New Hampshire site, it is hereby ORDERED, ADJUDGED and DECREED:

1. JUDGMENT for Liberty Mutual Insurance Company against the Defendants on Count 1 of the Complaint, entitled "Declaration of No Coverage Obligations," pursuant to which it is hereby DECLARED:
 - (a) there is no coverage under any Liberty Mutual policy for the Jaffrey Sanitary Landfill site

and any Claims arising out of the Jaffrey Sanitary Landfill site;

- (b) Liberty Mutual owes no duty to defend defendants with respect to the Jaffrey Sanitary Landfill site and any Claims arising out of the Jaffrey Sanitary Landfill site; and
- (c) Liberty Mutual has no duty to indemnify defendants for any liabilities defendants may have with respect to the Jaffrey Sanitary Landfill site and any Claims arising out the Jaffrey Sanitary Landfill site.

2. Counts II and III of the Complaint, entitled "Declaration of Set-off of Defendants' Obligations" and "Applicability of Certain Policy Terms," respectively, are hereby dismissed as moot in view of the entry of judgment for Liberty Mutual Insurance Company on Count 1 of the Complaint.

3. The Counterclaim of the Defendants against the Plaintiff is dismissed.

4. Pursuant to Fed. R. Civ. P. 54(d)(1), Plaintiff shall recover costs, other than attorney's fees.

BY THE COURT,

/s/Rebecca Greenberg
Deputy Clerk

DATED: October 19, 2004